



U.S.P.S.

DENVER B.M.C.



# **Local Memorandum of Understanding for the Denver NDC**

Between

UNITED STATES POSTAL SERVICE

And

NATIONAL POSTAL MAIL HANDLERS UNION  
LOCAL 321

**SEPTEMBER 21, 2019 to SEPTEMBER 20, 2022**

Changes or Additions since 2011 LMOU  
are in **Bold Print**

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## **ITEM A: ADDITIONAL OR LONGER WASH-UP PERIODS**

All mail handler craft employees shall be granted two five-minute wash-up periods, one before lunch and one prior to the end of tour, in accordance with Article 8, Section 9. Additional time shall be granted when the need arises based on individual circumstances, (e.g., hazwopper cleanup).

## **ITEM B: GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS**

1. In the event of an emergency officially declared by a federal, state or local authority because of any extreme environmental condition, management officials, after consultation with a designated representative of Local 321, will determine the severity of the condition as it affects Postal employees and will decide the necessity of granting administrative leave as outlined in **ELM 519.2**.
2. In the event of bomb threats or scare, tornado warnings, riots, and/or any other emergency:
  - a. Management instructions on "Emergency Condition Actions" will be centrally posted for review by all employees.
  - b. In the event of any policy changes as to emergency condition actions, management will notify the Branch President of the facility of any change in writing.
  - c. Off-duty employees are advised to call the USPS National Emergency Hotline at 1-888-363-7462 for official operational status of the Denver NDC. If the hotline is unavailable, employees can monitor radio station KOA 850 AM and/or television station KCNC CH-4 for official information of the Denver NDC's operational status.

- d. Management will notify on-duty employees of emergency situations via intercom, PA system, telephone, pagers (hearing impaired) and/or in person.

#### **ITEM C: FORMULATION OF LOCAL LEAVE PROGRAM**

1. It shall be the responsibility of each employee to plan his or her vacation period consistent with the procedures established in the local and national agreements.
2. No employee shall be required to bid vacation which would bring his or her balance below 440 hours. There shall be no exchange of vacation periods between employees. Bidding for the choice vacation periods will commence during the first full week of November and be completed and posted the first full week of January. Employees will have 72 hours to submit their bid from the time of initial contact.
3. If it is an employee's turn to bid and the employee is absent, the employee will be passed over until such time as he/she returns to work. The employee will not be allowed to bump any other employee who has already been approved a vacation time period.
4. An employee will bid their scheduled vacation in the pay location where they are assigned starting on the first full week of November. Bidding will be done on form DBMC 1547. Bids will be carried with employee regardless of assignment or tour.
5. Periods of leave of less than four (4) days duration may not be part of the vacation bidding as outlined in the national agreement.
6. For leave purposes the sections will as follows:



INBOUND - Unload vans, and load cross-docks vans \*(docks 1-28), induct and key all sacks and induct parcels, B-I dumpers, **Group Leader duties, Mail Handler Tech duties,** and Equipment Operators.

OUTBOUND DOCKS - Load and unload cross-dock vans \*(docks 29-64), Sack run-outs, High Speed Tray Sorter (HSTS), PPSM mechanized loaders, SSM mechanized loaders, **Group Leader duties, Mail Handler Tech duties,** and Equipment Operators.

OPENING UNIT - Load and Unload cross-dock vans \*(docks 65 - 130), APPS, Sack run-outs assigned to APPS preparation, Weight and Acceptance, Operation 031, MTE, **Group Leader duties, Mail Handler Tech duties,** and Equipment Operators.

SUPPORT - NMO operations, E-13 Pits, Route Equipment Operators **Group Leader duties, Mail Handler Tech duties,** and Equipment Operators.

MANUAL OPERATIONS - H-Pits operations, Load and Unload cross-dock vans \*(docks 132 - 139), Secondary container loaders, Mouse Trap, SR-10, Re-Wrap, **Bio operation, Group Leader duties, Mail Handler Tech duties,** and Equipment Operators.

\*- Cross dock includes MTE flow backs.

7. Choice vacation selection shall be by seniority by section as defined in Item C6 above, with the exception of the absent rule defined in number 3.
8. Completion of the vacation schedule shall be performed and posted by the supervisor by the first full week of January. The completed vacation schedule will be reviewed with the union steward assigned to the area.

9. When an employee is unable to take his/her approved vacation period and notifies his/her supervisor a minimum of fourteen (14) calendar days in advance, the vacated period will be dated and posted on the unit bulletin board within 24 hours for a period of seven (7) calendar days. The choice time shall be offered in the section where the vacancy exists, on the basis of seniority starting with the first person below the one who gives up the time. If no bids are received below the mail handler vacating the period, bidding will revert to the top of the seniority list.
10. No employee shall be entitled to more than **their** contractually **allotted number of** selections posted on the completed vacation schedule.

#### **ITEM D: THE DURATION OF THE CHOICE VACATION PERIOD**

The duration of the choice vacation period shall be from the first Saturday in February through the last full week of November and the week between Christmas and New Year's.

#### **ITEM E: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD**

The beginning day of an employee's vacation period will be the first scheduled workday after his/her regular non-scheduled days. Exceptions may be in accordance with Article 10.3E. Employees at their request will be allowed to waive overtime on their non-scheduled days immediately prior to their bid vacation.

#### **ITEM F: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS**

1. Employees at their option may request no more than two (2) selections (choices) during the choice vacation period not to exceed their maximum entitlement of ten (10) or fifteen (15) days.



- a. Employees who earn thirteen (13) days or less of annual leave are entitled to either one selection (choice) of ten (10) continuous days or two selections (choices) of five (5) days each.
- b. Employees who earn twenty (20) or twenty-six (26) days of annual leave are entitled to either one selection of fifteen (15) continuous day or two selections, one of ten (10) days and one of five (5) days.
2. Employees will not be allowed to exercise their second choice until all employees in the section have had an opportunity to exercise their first choice as outlined in Item C6.
3. **Per article 10.2 C. of the contract, MHA mail handlers will be allowed one continuous five (5) day vacation choice, contingent upon them having a leave balance of at least (40) forty hours, during the vacation period once the FTR mail handlers have made their selection.**

**ITEM G: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

1. An employee who is called for jury duty during his/her scheduled choice vacation period shall receive an equivalent new period up to fifteen (15) days provided such a period is available and does not deprive any other employee of his/her first choice for scheduled vacation.
2. Attendance at national or state conventions by stewards or delegates shall not be charged to the choice vacation entitlement of the employees involved. Such leave, however, could be considered part of the total choice vacation plan for the section. If the request for leave is submitted after the choice vacation schedule has been established, the employer must make a sincere effort to grant such leave.



**ITEM H: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

1. Sections with eight (8) or less mail handlers may have a maximum of one (1) employee on leave during the choice vacation period. Sections with nine (9) or more mail handlers may have a maximum of 10 percent on leave during the choice vacation period, except during the last full week of May through **the first full week of November**, when a maximum of 15 percent may be on leave.
2. One mail handler per section will be allowed leave on the week between Christmas Day and New Year's Day holidays during the choice vacation period.
3. When the rounding rule is to be applied, .5 and above constitute the next whole number.

**ITEM I: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER**

Each employee will be notified of the vacation schedule approved for him/her by the first full week of January. This will be accomplished through the use of a duplicate form DBMC 1547. The completed vacation schedule will be posted in each unit, **as delineated in Item C. 6, by January 15th.**

**ITEM J: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR**

Notification of the date for the beginning of the new leave year shall be posted on all official bulletin boards no later than November 1.

**ITEM K: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS  
FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE  
VACATION PERIOD**

Order of events for employees requesting leave other than bid annual leave:

1. Employee submits PS form 3971 in duplicate to his/her supervisor in person.
2. Upon submission, supervisor will initial, post time and date on both copies of PS form 3971 and return copy to employee.
3. For leave requests within the next 72 hours, employee must submit PS form 3971 to immediate supervisor in duplicate at least four (4) hours before normal end of tour.
  - a. Response will be made within four (4) hours.
  - b. Response will be made on a first-come, first-serve basis.
4. For leave requests beyond 72 hours, management must render a decision on the request within 72 hours of the time initialed by the supervisor.
5. If the above time frames are not met by management, the leave will be considered approved.
6. On management's determination of low mail volume days and when management encourages or offers leave to mail handlers, the mail handler will have the option of LWOP or annual leave.
7. An employee request for leave to attend Local 321 meetings will not be unreasonably denied provided that this request for such leave has been submitted to the immediate supervisor at least three (3) days in advance of the union meeting and provided that approval of such request will conform to ELM 510.



**ITEM L: WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR**

1. There shall be an overtime desired list for each section (as defined in C6) and one for the tour. When overtime is required in a section, the employees on the section overtime desired list will be utilized first and then the employees on the overtime tour list before mandating overtime for employees of that section.
2. Management will make every effort to notify all employees of overtime requirements at least 60 minutes before end of tour.

**ITEM M: THE NUMBER OF LIGHT-DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT-DUTY ASSIGNMENT**

The number of light-duty assignments reserved for the mail handler craft is to be set at 4.5 percent of the total Denver NDC mail handler complement. It is understood the 4.5 percent is based upon all provisions of Article 13 being applicable.

**ITEM N: THE METHOD TO BE USED IN RESERVING LIGHT-DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED**

1. Upon receipt of each request for light duty, management will make every attempt to assign the employee; and if unable to do so within five (5) calendar days after the employee request, the installation head or their designee will meet with the craft representative to determine if an assignment is available.
2. When an employee qualifies for temporary or permanent light-duty assignment and is able to perform part of his/her regular duties, then first consideration shall be given to those functions performed in the course of his/her regular assignment, which the employee can still perform with his/her specific light-duty limitations.

3. In determining what specific duties comprise an employee's light-duty assignment, the employee shall not be limited to his/her bid section and such duties may include those functions delineated in Item O.
4. Any employee who fails to provide updated light-duty restrictions within ten (10) calendar days after the expiration of his/her light-duty request may be placed in an off-duty status until such time as documentation is provided.

**ITEM O: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE**

1. The identification of elements of an assignment which may be combined into a full assignment and may be considered in determining the availability of a permanent and/or temporary light-duty assignment may consist of, but is not limited to, the following areas:
  - a. Jobs within an employee's bid assignment.
  - b. Other mail handler duties such as; empty equipment and finalization, cull duties, sack fluff, cull sack shakeout, styx, bander, traying operations, sweeping on APPS, mouse trap, debris chutes, HSTS Lane-52, Bio operation, APPS Semi-Station, APPS SI, rewrap, first aid and scanning.
  - c. Any other craft assignment in accordance with Article 13.4 A.

**ITEM P: THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION**

All assignments within a given tour are to be considered part of the section when it is proposed to reassign within the installation, i.e., Tour one, Tour two, Tour three



## **ITEM Q: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

One designated parking space in front of the building will be reserved for the National Postal Mail Handlers' Union representative.

## **ITEM R: THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN**

Annual leave to attend union activities requested prior to determination of choice vacation schedule shall not be charged to the choice vacation plan.

## **ITEM S: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:**

ARTICLE 12.3B5: In accordance with Article 12.3B7

ARTICLE 12.3C: Posting and bidding for preferred duty assignments shall be installation-wide by seniority, **for** assignments within a section as defined in Item C6.

ARTICLE 12.3E3e: The order of movement of full-time regular mail handler employees outside their bid assignment area (as defined in Item C6) for temporary reassignment will be as follows:

- a. Full-time regulars on overtime, voluntary by seniority, mandatory by juniority.
- b. Full-time regulars on change of schedules, voluntary by seniority, mandatory by juniority.
- c. Full-time regulars voluntary by seniority, mandatory by juniority.

- d. Return to the bid assignment will be same priority.

ARTICLE 12.4: See Item C6.

ARTICLE 12.6C4a: See Item P.

ARTICLE 13.3: See Item M, N, O.

#### **ITEM T: SENIORITY, REASSIGNMENT AND POSTING**

1. Management will meet with the union designee prior to posting on all vacant positions which are to be changed.
2. Each job bid will be through the automated bid procedure (telephone/computer). Management will award such bids to the senior-eligible bidder.
3. Bids may be withdrawn or canceled in accordance with article 12.3B10
4. Higher Level Assignments are identified as the sack keying, forklift/tow-motor, **group leader, and mail handler tech positions.**
5. The assignments of higher-level duties during normal tour hours, within a section, will be assigned per the following pecking order:
  - a) Bid sack-keyers, bid drivers, **group leaders, and mail handler techs** working within their regular schedule;
  - b) Regular mail handlers holding a bid in that section, voluntary by seniority;



- c) Regular mail-handlers, who are working outside of their regular bid hours due to a change of schedule, voluntary by seniority;
  - d) Regular mail-handlers working their non-scheduled day, voluntary by seniority.
- 5. For bids awarded during December, the employees shall be placed in the new assignment by January 15.
- 6. When no bids are received for a posted position, the junior unassigned, full-time regular employee possessing requirements for that position shall be assigned. Preference shall be considered if more than one such position is available by the dictates of seniority of those affected.
- 7. For the purpose of temporary detail to higher level positions within the craft, the sections in Item C6 will apply.
- 8. The union under normal conditions shall be provided with an updated seniority roster no later than five (5) calendar days after the beginning of each new calendar quarter.
- 9. The union will be provided with two (2) copies of all bid-related notices, one copy to the installation Branch President, and one copy to the President of Local 321.

MEMORANDUM OF UNDERSTANDING  
(Signatory Page)

This Memorandum of Understanding is entered into in 2019, between the representative of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 2019 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local implementation of the 2019 National Agreement.



Sunny Kuruvilla  
Plant Manager  
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10/31/20

Date



Robert Koryto  
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10/31/2020

Date